

That the Mayor be authorized to sign an Interlocal Governmental Agreement by and between the City of El Paso and the County of El Paso/District Attorney, 34th Judicial District of the State of Texas for the use of sixty (60) digital cameras, 43 cases and 34 MB SD memory cards by El Paso Police Department. There is no cost to the City.

[Police Department, Assistant Chief Paul Cross, (915) 564-7310]

Back up memo:

October 25, 2004

To: City Clerk

From: Assistant Chief Paul Cross

Subject: Consent City Council Agenda – November 2, 2004

The following is an explanation for the item on the City Council Agenda regarding the Police Department:

The purpose of this Agreement is to transfer the digital cameras purchased by the County for the District Attorney's Office to the care, custody and control of the El Paso Police Department.

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign an Interlocal Governmental Agreement by and between the City of El Paso and the County of El Paso/District Attorney, 34th Judicial District of the State of Texas for the use of sixty (60) digital cameras, 43 cases and 34 MB SD memory cards by El Paso Police Department. There is no cost to the City.

ADOPTED this 2nd day of November, 2004.

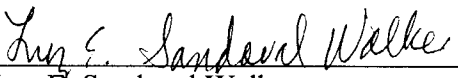
THE CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Momsen
City Clerk

APPROVED AS TO FORM:


Luz E. Sandoval Walker
Assistant City Attorney

STATE OF TEXAS)
)
COUNTY OF EL PASO)

Interlocal Governmental Agreement

This Agreement is entered into by and between the City of El Paso, a municipal corporation situated in El Paso County, Texas, hereinafter called "City", and the County of El Paso, Texas, hereinafter called "County", and the District Attorney, 34th Judicial District of the State of Texas, hereinafter referred to as "District Attorney", pursuant to the Interlocal Cooperation Act, Art. 791.001, et seq., Texas Local Govt. Code.

WITNESSETH

WHEREAS, the El Paso Police Department and the District Attorney's Office recently implemented an evidentiary-photo transport project that allows El Paso Police Department's photos, many of which are Domestic Violence photographs, although such camera usage would not be exclusive to Domestic Violence cases, to be submitted to the District Attorney's Office within 48 hours of the photographed event, substantially improving the photo delivery time to the District Attorney, which in some cases used to take weeks.

WHEREAS, this time improvement has increased the effectiveness and efficiencies of Domestic Violence case prosecution, in that photos of Domestic Violence cases are promptly available to the prosecutor for evaluation and assessment of a case's strengths or weaknesses, which allows the prosecutor to prioritize prosecutions by case-strength.

WHEREAS, it is anticipated that by providing digital cameras to the El Paso Police Department, the District Attorney's Domestic Violence Unit program will receive quicker transmissions of photo images of a higher and more uniform quality of images, and greater availability of cameras at domestic violence scenes than is currently the case.

WHEREAS, the City of El Paso and its Police Department and the County of El Paso and the District Attorney 34th Judicial District of the State of Texas believe it to be in their best interests to enter into this agreement for the use by the Police Department of 60 digital cameras, 43 cases and 34 MB SD (secure digital) memory cards with the use under this agreement to be made by the Police Department officers in conjunction with their law enforcement duties of the taking of the photo images of higher and more uniform quality of images and transmission to the District Attorney's Office; and

WHEREAS, such joint use benefits both the City and the District Attorney's Office as the taking of photo images and prompt transmission to the District Attorney's office by the Police Officers, benefits law enforcement services provided by the Police Department and the District Attorney's Office efforts to effectively evaluate and assess its cases;

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. PURPOSE. The purpose of this Agreement is to transfer the digital cameras purchased by the County for the District Attorney's Office to the care, custody and control of El Paso Police Department.
2. USE AND OWNERSHIP OF EQUIPMENT. The District Attorney's Office shall retain ownership of the equipment. The Police Department shall be granted use of the digital cameras which they may also permit to be used by other law enforcement agencies. The Police Department shall be responsible for the maintenance, replacement and repair of the digital cameras.
3. TERM. This agreement shall be in effect from September 20, 2004 through until the equipment provided pursuant to this Agreement is no longer functional.
4. CONSIDERATION. The parties agree that the benefits achieved for the El Paso Police Officers who will utilize the digital cameras and the beneficial impact this will have on the provision of law enforcement services shall constitute full and adequate consideration for this agreement.
5. LEGAL RELATIONSHIP AND DUTIES. Nothing contained herein shall be construed as creating the relationship of employer and employee or principal and agent between the City and the District Attorney's Office. Each party is responsible for their own acts and deeds and for those of their agents, employees, and contractors during the performance of any work or services. Nothing in this agreement shall create any additional legal duties or responsibilities for the City other than those general duties to provide police protection which may already exist for the general public.
6. AMENDMENTS. This Agreement may be amended by mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.
7. LEGAL CONSTRUCTION. In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or un-enforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
8. NOTICE. Any and all notices required or permitted to be given pursuant to this Agreement shall be in writing and delivered by mail or facsimile transmission at the addresses set forth below:

City: Mayor
#2 Civic Center Plaza
El Paso, Texas 79901-1196

Copy to: Chief of Police
911 N. Raynor
El Paso, Texas 79903

District Attorney: Jaime Esparza
500 E. San Antonio St., 2nd Floor
El Paso, Texas 79901

County: County Judge Dolores Briones
500 E. San Antonio St., 3rd Floor
El Paso, Texas 79901

A party may change its address by giving notice in compliance with this section.

9. ENTIRE AGREEMENT. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

EXECUTED this _____ day of September, 2004.

THE CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

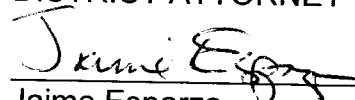
APPROVED AS TO FORM:

Luz E. Sandoval Walker
Luz E. Sandoval Walker
Assistant County Attorney
CITY

APPROVED AS TO CONTENT:

Richard D. Wiles
Richard D. Wiles
Chief of Police

DISTRICT ATTORNEY



Jaime Esparza
District Attorney
34th Judicial District

COUNTY OF EL PASO



Dolores Briones
County Judge
9/20/04

ATTEST:



Waldo Alarcon
County Clerk

APPROVED AS TO FORM:



Assistant County Attorney